BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT http://www.state.nj.us/turnpike/purchasing.html OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.

THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices P.O. Box 5042 581 Main Street Woodbridge, New Jersey 07095-5042 Tel. - 732-750-5300 Fax - 732-750-5399

BID NO: **RM-94697**

DUE DATE: 8-28-12

TIME: **2:30 PM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE	PRINT)
NAME OF BIDDING ENTITY	7
ADDRESS	
CITY, STATE AND ZIP CODI	E
E-MAIL ADDRESS	
REPRESENTATIVE TO CONTACT-NAME & TITLE	TELEPHONE NO.
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.	FAX NO

☐ WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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BIDDER INFORMATION (TO BE COMPLETED BY THE BIDDER)

Please Print

NAME OF BIDDING ENTITY	
ADDRESS	
CITY, STATE AND ZIP CODE	
E-MAIL ADDRESS	
REPRESENTATIVE TO CONTACT-NAME & TITLE	TELEPHONE NO.
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.	FAX NO.
BUSINESS CORPORATIONPARTNERSHIP_	INDIVIDUAL
OTHER (SPECIFY):	

BIDDER GUIDELINES/CHECKLIST

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq. BID PROPOSALS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

- 1. Bid proposals must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile proposals will not be accepted. The accompanying self-addressed envelope should contain or be attached to the bid proposal.
- 2. The bid proposal must include all price information. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
- 3. All bid proposal prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
- 4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.
- 5. The bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
- 6. See the Authority's Instructions to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the bid proposal or the bid will be rejected. (SEE ATTACHED)

Have you included the following documents?

- (a) State of New Jersey Division of Revenue Business Registration Certificate(s)
- (b) Certification of Registration with the Secretary of State (only if a foreign (non-NJ) corporation)
- (c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
- (d) Affirmative Action Information Sheet with Certificate or Form AA302
- (e) Signed Mandatory Equal Employment Opportunity Language
- (f) SBE/WBE/MBE Certificates and Form
- (g) Vendor Disclosure Form (EO129 Location of Services)
- (h) Notice of Set-Off for State Tax (P.L. 1999, c.159)
- (i) Automobile Waiver
- (j) Insurance Requirement
- 7. This Request for Bids requires the following Mandatory Documents or the bid will be rejected:

Bid Bond and/or Letter of Surety, Cashier's Check Requirement Stockholder/Partnership Disclosure Statement Public Works Contractor Registration Certificate

- 8. Bidder must sign the Bid
- 9. Contract Bond Requirement (If awarded, see amount on each Proposal Page)
- 10. Signed and Notarized Qualifying Affidavit and Qualifying Questionnaire

REQUEST FOR BIDS THIS IS NOT AN ORDER

DATE OF REQUEST:

Sealed Bids RM-94697 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

INTENTION

It is the intention of the Authority to issue a Purchase Agreement for the Services of **SNOW PLOWING FOR THE NEW JERSEY TURNPIKE AS PER THE ATTACHED SPECIFICATIONS**. Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be **October 15, 2012 through April 30, 2013** with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 X 8632.

BID SHEET INSTRUCTIONS

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.

Only written interpretations or corrections issued by the Director of Purchasing by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where "Exceptions" are permitted.

The Authority will accept Approved Equivalent items on this bid. If a bidder is basing the proposal on services other than what is specified, and wishes the items he proposes to be considered as an "Approved Equivalent," the Bidder shall enter a price on the bid sheet then submit on the Exception Sheet in the exact format of the line item on the Request for Bids contained herein, the item number, an item description, including manufacturers name, model number, and packaging quantities of those Items which the Bidder proposes to substitute.

Bidders must quote only one price <u>per line item</u>. <u>If a bidder quotes multiple prices per line item, the bid proposal may be rejected</u>.

The value of this contract is an estimate for each Contract Area but this expenditure is not guaranteed. Services purchased off this Agreement will be delivered as directed by the Authority.

Vendors must supply a price for every item listed within a Contract Area on the bid sheet. <u>Bids not having a bid price for all listed items in a Contract Area may have that Contract Area rejected.</u> The Contract will be awarded per Contract Area to the Bidder who proposes the lowest total cost for ALL Items listed on the Bid Sheet for that Contract Area. Unit prices for each item must be submitted. No lump sum bids will be accepted.

QUALIFYING AFFIDAVIT

STATE OF NEW JERSEY COUNTY OF _____ ______ of_______, The Pres., Vice Pres., Owner or Partner Company being first duly sworn, deposes and says: That the _____ (Company) (Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or 1. the Garden State Parkway. That _____ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Agreement and Specifications to be rendered herein. 2. 3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasicriminal violations, except as follows (if none, so state): Deponent further states that neither the Company, nor any 4. of its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state): 5. That any depository, vendor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement. That as of the date of signing this Affidavit, outstanding liens filed against this 6. Company are as follows (if none, so state): That the undersigned, being authorized to act on behalf of Company, 7. certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.

8.	That,	That, if a Corporation, the corporation								incorporated in the State of			
	(is or is not)												
	New	Jersey.	If	not autl						oration State o			corporation sey (attach
		(is or is not) Certificate of Authorization from Secretary of State).										•	
9.	biddir	That, in accordance with said Procedures as of the date of signing this Affidavi Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of an											from future ojects of any
	claimi disqua limite	ing its right alified from	s to ware to the future ects of	ithdrav biddi any	w a ng o Stat	bid be n any te Ag	ecause State ency,	of us of Ne the	nilater ew Jers Turnpi	al mista sey pro ke Au	ake, ject, thori	and incluity o	by reason of has not been uding but not or any other ate):
11.	Author		t qualif	ficatio	ns k	nowin	g that	the s	aid Ne				sey Turnpike ke Authority
										Cor	npan	ıy	
Swor	n and sub	scribed to b	efore n	ne this									
	day of _	2	.0							Signa			
										6			
	Nota	ary Public								7	Γitle		

NOTE: Complete and Return With Bid

NEW JERSEY TURNPIKE AUTHORITY Contract Snow Plowing QUALIFICATION QUESTIONNAIRE

Bidders Shall Complete This Questionnaire In Its Entirety For Each Contract Being Bid Upon. Any Bidder Who Fails

To Complete This Form In Its Entirety Shall Be Considered Non-Responsive And May Result In Rejection Of The

Bid.

Name of Firm/Contractor_	
Business Address	Phone#
Home Address	Phone #
Name of Superintendent/Representation	tive
Business Address	Phone #
List Two (2) State Agencies for which	ı you have provided similar services:
Agency's Name:	
Address	
Contact Individual:	Phone #
Agency's Name:	
Address	
	Phone #
Indicate how long you have provided	contract plowing services of this type:
Vear's	Months

Please provide the following information for each truck, grader and/or loader to be furnished on this contract. (Use reverse side if additional space is required). <u>Contractors/Vendors are also</u> required to attach copies of all vehicle registrations to this questionnaire.

Name and location (s) where contractor's trucks and equipment will be stored: Reg. / License # Make of Truck Model # Axle # Year_ Weight The contract stipulates that each truck shall be furnished fully ballasted to achieve 55,000 pounds GVW. Indicate the proposed description, quantity and location of the proposed ballast material. Description: _____Quantity: _____Tons Location of Stockpile: Yard/Shop Location: Does Your firm track your trucks with on-board GPS systems? If so, would your firm be willing to share this information with the Authority so that the Authority can better manage snow storm events? Name of GPS software_____ The contract further stipulates that all push frames shall be installed prior to October 15th of each winter season. Please provide a listing of on-hand shop equipment that your firm has available to facilitate these installations. **Contractor:** _____ Signature: _____ Title: _____

NOTE: Complete and Return With Bid

SECTION 1

THE NEW JERSEY TURNPIKE AUTHORITY

Specifications for Snow Plowing & Salting

1. **DEFINITIONS**

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

DIRECTOR - Director of Maintenance of the Turnpike Authority or his respective duly designated representative, acting within the scope of the particular authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Thanksgiving Day
Christmas Day
Easter

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

ROADWAY - The New Jersey Turnpike

2. SUBMISSION OF PROPOSAL GUARANTEE

Bidder shall submit a proposal guarantee with its bid proposal which will consist, at bidder's option, of any one of the following forms:

Proposal Bond or Letter of Surety on the Authority's form or a cashier's check payable to the New Jersey Turnpike Authority. The Proposal, Surety Bond and/or certified check shall be for a sum not less than ten percent (10%) of the following amounts:

CONTRACT NO.	AMOUNT
Contract No. SPN-01-12	\$150,000
Contract No. SPC-02-12	\$250,000
Contract No. SPC-03-12	\$250,000
Contract No. SPS-04-12	\$250,000

3. EXECUTION OF CONTRACT AND CONTRACT BOND

The Contractor to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

- (a) Execute and deliver to the Authority five (5) originals of the Contract.
- (b) Execute and deliver to the Authority five (5) originals of a Contract Bond on the Authority's form a sum not less than 50% of the amounts stipulated above. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with furnish and maintain other Surety satisfactory to the Authority.

The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

4. TERM OF CONTRACT AND BID PRICES

For plow trucks and salt spreaders the contract period shall be from October 15, 2012 through April 30, 2013. The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence for the contractor.

The bidder's prices shall remain firm for **one** (1) year. Succeeding years of the contract will be adjusted on specified equipment yearly based on the CPI as designated in the average Consumer Price Index for the combined New York City/ Northern New Jersey and Philadelphia/ Southern New Jersey areas.

Should the Authority exercise its option to extend the contract for additional one-year periods, the rates shall be adjusted each year by any increase in the average Consumer Price Index for the combined New York City/ Northern New Jersey and Philadelphia/ Southern New Jersey areas. Note: however, the maximum increase permitted for any year of the contract shall be five percent (5%). The bidder's prices shall remain firm for the term of the contract stated in the specification.

Regarding spreader trucks, while their primary purpose is to spread salt the Authority may provide snow plowing equipment to mount on these vehicles.

5 BID SUBMISSION AND AWARD

(a.) Bidders must insert a unit price for **each** line item being bid.

The Snow Plowing / Salt Spreading Questionnaire shall be properly completed and submitted with the bid.

NOTE: Failure to submit this document with the bid may result in the rejection of the bid.

(b.) Contracts shall each be awarded based on the Total Price per area stated on the Proposal/Rate Schedule for each contract.

6. ADDITIONAL CAUSES FOR REJECTION

The Authority reserves the right to reject bids not in compliance with the specifications, or, if in the best interest of the Authority, the prices are deemed to be excessive.

The Authority may reject a bid or any portion thereof, if upon inspection, the Director or his designee finds the bidders equipment to be unacceptable.

Bids may also be rejected if, in the opinion of the Authority, past performance has been deemed unsatisfactory, or if a contract has been cancelled or terminated.

At the end of each season, a Performance Evaluation will be completed for each contractor. If performance is deemed unsatisfactory, the Authority reserves the right to cancel the contract and suspend any unsatisfactory contractor from bidding on any future snow removal requirements for a minimum of three years.

7. FAMILIARITY WITH WORK

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature on the bid cover sheet certifies his acceptance of all field conditions.

8. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract without the prior written approval of the Authority.

In the event any creditor or third person shall have claim against the Contractor's equipment, containing equipment of the Authority, and the Contractor believes his equipment will be

repossessed, the Contractor shall immediately notify the Director that he has just cause to believe that his equipment shall be repossessed and he shall immediately detach the Authority's equipment from his equipment and the Authority shall, within 24 hours, promptly pick-up said equipment at the Contractor's premises.

In the event the Contractor without just cause has failed to notify the Director of the repossession or the impending repossession of his equipment, containing the Authority's equipment, and the Authority must institute legal proceedings against any Constable, Sheriff or third party Judgment Creditor, for repossession of its equipment, the Contractor agrees to reimburse the Authority for any and all losses and/or expenses sustained by the Authority in the recovery of its property.

9. INSURANCE REQUIREMENTS

The Authority prefers that each bid be accompanied with a current certificate of insurance as evidence of carrying the insurance listed below. Any bidder being contemplated for award, and who does not submit such evidence at the time of the bid, must submit such evidence of required insurance, including naming "the New Jersey Turnpike Authority, its officers, employees and agents as additional insured" under its Commercial General Liability insurance, Business Automobile Liability insurance and Umbrella Liability insurance, no later than five (5) business days after being notified by the Authority. Likewise, the successful bidder, whose bid was accompanied with a certificate of insurance, shall be required to amend its certificate of insurance to name "the New Jersey Turnpike Authority, its officers, employees and agents as additional insured" under its Commercial General Liability insurance, Business Automobile Liability insurance, and Umbrella Liability insurance no later than five (5) business days after being notified by the Authority. In both cases, failure by the successful bidder to provide an acceptable insurance certificate within five (5) business days after notification of successful bid shall be cause for disqualification of successful bidder's bid and awarding the contract to the next lowest, responsible bidder. The original successful bidder may be liable for any additional costs to the Authority as a result of the award to the next lowest, responsible bidder.

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this Contract shall in no way limit the Contractor's obligations assumed in the Contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Authority from taking such other actions as are available to it under any provision of this Contract or otherwise in law.

The Contractor shall procure and maintain at its own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-VII or better. As part of its bid and before award of a Contract, the Bidder must furnish to the Authority a certificate or certificates of insurance together with declaration pages, in form satisfactory to the Authority showing that it has complied with the requirements set forth herein.

The certificate or certificates and declaration pages shall provide that the policies shall not be changed or cancelled until thirty (30) days prior written notice has been given the Authority.

All certificates and notices of cancellation shall be mailed to: Director of Law, New Jersey Turnpike Authority, PO Box 5042, Woodbridge, New Jersey 07095. Upon request, The Contractor shall furnish the Authority with a certified copy of each policy itself, including the provision establishing premiums.

In the event that the Contractor fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may:

- 1. Suspend performance of the Contract for a period of time allotted by the Authority to allow the Contractor to obtain the insurance coverage required herein. If the contract is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Should the Contractor fail to comply with the insurance coverage requirements after the allotted period of time; the Turnpike Authority may, in its sole discretion, purchase insurance on behalf of the Contractor and charge the costs to the Contractor; or
- 2. Immediately terminate the Contract. The Authority may, when in its best interest, waive or modify any requirement set forth in the insurance program set forth herein.

The types and minimum limits of insurance shall be as follows:

(a) <u>Commercial General Liability Insurance</u>. The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage (Each occurrence combined single limit)	\$2,000,000
Personal Injury Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Products Aggregate	\$2,000,000
Fire Damage Legal Liability	\$ 100,000
Medical Payments	\$ 5,000

The policy shall name the Authority, its officers, employees and agents as additional insured's.

The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy.

This insurance policy shall include, Personal Injury, Broad Form Property Damage, Contractual Liability, products, completed operation, and independent contractor's coverage's. The policy shall not contain any pollution exclusion as respects products/completed operation coverage.

(b) <u>Business Automobile Liability Insurance</u>. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combined Single Limit of Liability for Bodily Injury or Property Damage any one accident \$2,000,000.

This policy shall name the Authority, its officers, employees and agents as additional insured.

- (c) <u>Workers Compensation and Employers' Liability Insurance</u>. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of \$1,000,000 for each accident as required by New Jersey law.
- (d) <u>Umbrella Liability Insurance</u>. Umbrella Liability insurance is required with limits in <u>excess</u> of those underlying policies stated under parts (a), (b) and (c) with minimum limits as follows:

Minimum limit each occurrence And annual aggregate

\$3,000,000

The policy shall name the Authority, its officers, employees and agents as additional insured's.

- (e) Certificate and Endorsement Requirements. Each of the above required policies shall contain the endorsements as stated below:
 - (1) Thirty (30) days' notice of cancellation or any restriction in coverage by registered mail to the New Jersey Turnpike Authority.
 - (2) All policies, except Workers Compensation and Employees' liability Insurance, shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority.
 - (3) With respect to policies (a) and (b), the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the New Jersey Turnpike Authority".

The company shall also require all subcontractors to comply with the insurance requirements stated above including providing evidence of such insurance coverage's in the same manner as stated above. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Contractor's policies as additional insured.

Notwithstanding that minimum amount of insurance coverage carried or required to be carried by the Contract, as specified herein, the liability of the Contractor shall not be limited to the amounts so specified and shall extend to any and all liability in excess of the insurance coverage's so provided nor shall these minimum limits preclude the Authority from taking any action available to it under the provisions of the Contract or otherwise in Law.

10. AFFIRMATIVE ACTION

All Contractors must be aware of the requirements and policies of the Authority regarding small business and minority enterprises.

All Contractor's proposals must have the ability to interpret and effectively implement all necessary EEO requirements as may be required by policy and law; and to incorporate implementation of same with the appropriate EEO officers on behalf of the Authority or any agency of the State of New Jersey.

The Contractor must agree that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, sexual orientation or handicap. The Contractor agrees to execute Appendix B, which indicates compliance with the laws and regulations of the State of New Jersey.

In addition, the Contractor must state in the proposal that the Contractor agrees to submit the appropriate forms as evidence of Affirmative Action compliance; either a copy of the firm's State Certificate issued by the New Jersey Department of the Treasury, or the Federal Letter of Certification issued by the United States Department of Labor. If neither of these documents are available, Form AA-302 (Affirmative Action Employees Information Report) must be filed with the State, a copy of which must be submitted to the Authority, as well as a copy of the Certificate, once it has been issued. A sample of Form AA-302 is included herein.

These forms must be submitted to the Authority by the selected Contractor immediately after being notified of award of the Contract.

11. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to, Equipment furnished to the Contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

The above paragraph shall not apply to damage sustained to Authority owned equipment due to ordinary wear and tear resulting from Contractor's snow removal operations under this contract.

Note: The Contractor shall not use any equipment supplied by the Authority for any purpose other than snowplowing/salt spreading operations on the Roadway as covered by his contract. Should the Authority determine that the Contractor has utilized such equipment for non-roadway use; the Authority reserves the right to cancel the contract and seek substitute service in the open market. In such instance, the defaulting Contractor shall be liable for any cost for provision on the service.

12. ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Authority all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director. If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the matter in writing to the Authority giving full details of the claim.

13. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by either Roadway Director in accordance with provisions included hereinafter, using the required number of trucks. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

14. DAILY REPORTS

The Contractor shall submit a report of his operations for each 24 hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the Director on a daily basis.

15. SNOW REMOVAL OPERATIONS

Upon receipt of a telephone call from the Director, the Contractor shall immediately procure the necessary men to operate the trucks and shall inform the Director, by telephone, when all men are in and the trucks are ready to leave his yard. Trucks shall not leave the Contractor's yard without orders from the Director. Upon receipt of orders to proceed, equipment shall be dispatched and operated in teams consisting of the number of trucks with supervision required at locations assigned by the Director. Prior to entering the Roadway, each vehicle shall be subject to inspection for proper operations of lights, safety equipment and ballast to minimum 55,000 GVW except in areas where otherwise specified. All of the above shall be in proper working order and each team shall be complete before entering the Roadway. The Contractor shall furnish relief drivers as required by Federal & State CDL maximum driving time regulations.

The vertical clearances between the pavement and plow blades will be determined by the Director.

The actual method of operation for the plows in any one team will be as directed by the Director. The basic snow plowing operation will consist of a lead plow working the inside lane and having the remaining plows following in such a manner that they push over still further the snow plowed by the preceding truck and as much additional snow as possible.

In all cases, the Director will determine the extent of areas to be cleared during each stage of the operation and he shall direct the distribution of equipment to expedite snow removal operations. The Contractor shall arrange to do all refueling on the Roadway by whatever means the contractor determines. In the event that fuel is not available to the Contractor from his own sources, the Authority will direct the contractor to a fuel supply. All costs to be borne by the Contractor.

The Contractor shall keep the Director constantly informed as to the progress of the work during the storm, in accordance with the technical specifications herein.

16. METHOD OF OPERATION

A. MANDATORY MEETING

A meeting to review the snow removal procedures with Authority's Maintenance Department personnel and the successful contractor will be arranged prior to the snow season. Failure to attend this meeting may be considered a breach of contract. If so, the Authority reserves the right to cancel the contract, obtain substitute service in the open market place and charge the defaulting Contractor for any increase in cost. **No payment will be made for attendance at this required meeting.**

Upon receipt of instructions, the Contractor shall immediately mobilize the necessary crews to operate contracted equipment and proceed with plowing/spreading operations. Contracted equipment shall be dispersed as deemed necessary by the Maintenance Department Representative.

All operations will be conducted according to prevailing Roadway procedures that will be discussed at the mandatory pre-season meetings to be scheduled with the successful bidders.

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities and other traveled areas generally between guide-rail curb lines and gutters shall be plowed/spread. Ramp connections to the roadway and cut troughs' shall be cleared simultaneously with the operations on the Roadway as directed.

The Contractor is responsible for all, refueling costs on the roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

B. STARTING – STOPPING TIME

Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a team is made ready to plow in their designated starting area and engaged in snow removal operations. However, the Authority reserves the right to start with less than a full complement called out.

If, during plowing operations, equipment or a vehicle is moved from its original assigned location to another location at the direction of Maintenance Department Representative, time related to travel will not be deducted. The Maintenance Department Representative will notify the operator when to return to its original designated snow removal starting location.

17. OUANTITY AND PAYMENT

A. OPERATING TIME

The CPI index shall apply to the Standard Operating Time prices bid for all vehicles. The number of operating hours for which payment will be made will be the number of hours each truck is actually on the Roadway and engaged in snow removal operations.

Payment for operating hours will be made for the quantity of hours as above determined at the price bid for operating hour. An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all else necessary therefore, and all other work in connection therewith and incidental thereto.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per truck for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1.1). Premium Operating Time (Saturday, Sunday and Holidays):

This will be a <u>flat hourly rate of fifteen (15) dollars per hour, per vehicle, added to the Bidder's hourly bid price</u> for standard time <u>for trucks and supervisory vehicles.</u> This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays and observed holidays (referenced under section 1.1). The CPI index for Premium Time in any year after the first year of the contract shall be calculated as follows: (Last year's Standard Operating Time for vehicle type X CPI %) +\$15.

B. SUPERVISOR TIME

The contractor shall furnish a supervisor, who shall be responsible for the contractor's entire operation and will answer directly to the Maintenance Department Representative. The contractor shall furnish supervisors as required by Maintenance Department Representative per section if the contractor has more than one section. The contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

The supervisor shall also assure that a mechanic(s) will be provided and that all contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

The Monday through Friday <u>Standard Standby rate</u> to be paid for each contractor's supervisor with vehicle shall be one-hundred twenty five (\$125.00) dollars per hour, with fractions of hours being calculated on a 1/4 hour basis.

C. STAND-BY TIME

The number of stand-by hours for which pay will be made will be the total number of hours each truck, including drivers, is on a stand-by basis as ordered by the Director, either in the Contractor's yard or in the maintenance area to which it is assigned. Stand-by time will be paid only for equipment fully manned, all equipment hooked up and ready for immediate operation.

Standby rate will apply to <u>all</u> contractor equipment being used in the actual plowing of the roadway. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators, is on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned.

Payment for **Regular Standby Hours** (Monday through Friday), will be made for the quantity of hours, as above determined <u>AT THE RATE BID for Plow Trucks and Supervisory Vehicles.</u> Premium Standby Hours (Saturday, Sunday, and Holidays) will be paid at an additional \$15 per hour above regular standby hours for <u>Plow Trucks and Supervisor Vehicles</u>. Regular & Premium Standby Hours will remain at the rates bid and not be subjected to the CPI Index increase over the duration of the contract or any extensions:

The price includes the cost of furnishing the specified equipment, drivers and/or operators, other labor, materials, fuel oil, ballast, repairs, maintenance, transportation and all costs and expenses, with fractions of hours being calculated on a 1/4 hour basis.

D. MEAL TIME

The Contractor will be allowed one-half (1/2) hour per each team for every six hours of "Operating" time for meals. This one-half (1/2) hour period will be included in the "Operating" time to be paid by the Authority.

E. DISABLED VEHICLES

No time will be allowed for vehicles which become disabled and are unable to continue plowing, nor for the time consumed in repair work in cumulative excess of one-half (1/2) hour for any eight (8) hour period. No time will be allowed for vehicles with arrow boards, loaders, dump trucks and graders, which become disabled and are unable to continue operating for time consumed in repair in excess of one hour.

If mutually agreed, the Authority shall render such repairs to the contractor's equipment.

In those cases where it has been agreed that the Authority will repair the equipment, if the repairs are completed within one hour, the contractor shall be charged for all Authority labor and materials involved. In addition, the contractor will be paid for time out of service, with fractions of hours calculated on a half-hour basis. If repairs exceed one hour, the contractor shall be charged for all Authority labor and materials **and will <u>not</u> be paid for time out of service.**

F. CALL-OUT MINIMUM

Payment will be made for a minimum of eight (8) hours of either operating time or standby time, or a combination thereof when the contractor is issued a call-out and reports ready for work at the contractor's designated location within one (1) hour as described in the RFP. Stand-by time will be paid only when all designated trucks and other equipment are fully manned and ready for immediate operation.

G. MINIMUM COMPENSATION

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year (stated in the specifications) shall be calculated at \$1,000.00 times the number of plow trucks (including spare plow trucks if requested in the individual contract) and loaders (if applicable) committed under this contract as detailed below, even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is **not** an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

Example Turnpike Minimum Compensation Schedule

CONTRACT	PLOW	TOTAL	GUAR.
NO.	TRUCKS	NO OF	AMOUNT
		VEHICLES	
Contract No. SPX-99-12	6	6	6,000

I. INVOICING

<u>All bills shall be submitted by area/contract</u> to the administrative assistant within two (2) working days after each completed operation and in accordance with sample bill form and instructions to be furnished by the Director at the snow meetings to be scheduled. Upon verification of charges, the District Manager will forward the bill for payment processing.

THE NEW JERSEY TURNPIKE

Specifications for Snow Plowing NJ Turnpike

1. WORK TO BE PERFORMED

(A) Contract No. SPN-01-12

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one** (1) plow team for snow removal and salt spreading operations along the roadway of the NJ Turnpike beginning at Milepost 113.0 and including 15X Plaza and Ramps, extending to Interchange 15E/15W (District 6 – Secaucus).

The team will consist of three (3) plow trucks w / spreaders and one (1) supervisory pickup. The plow team shall enter at any Interchange between Interchange 15 and Interchange 18; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Additionally, this contract shall consist of furnishing the equipment and labor necessary to operate one (1) salt spreader per Plow Truck for salt spreading operations. If the contractor cannot provide a spreader, the Authority can provide one for them.

(B) Contract No. SPC-02-12

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one** (1) **plow team** for snow removal operations along the roadway of the N.J. Turnpike beginning at Milepost 60 and extending to Milepost 75.(District 4-A Hightstown)

The team will consist of six (6) plow trucks and one (1) supervisory pickup. The plow team shall enter at Interchange 7 or Interchange 8; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

(C) Contract No. SPC-03-12

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate one (1) plow team for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately Milepost 113.0 (District 8-Rutherford) and extending to Milepost 122.0.

The team shall consist of **six** (6) **plow trucks and one** (1) **supervisory pickup.** The plow team shall enter at any Interchange between Interchange 14 or Interchange 18. The contractor's yard must be located within twenty (20) miles of the above Interchanges.

(D) Contract No. SPS-04-12

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate one (1) **plow team** for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately Milepost 0.0 and extending to Milepost 37.1 (District 2- Moorestown)

The team will consist of six (6) plow trucks and one (1) supervisory pickup. The plow team shall enter at any Interchange between Interchange 4 and the Southern Terminus; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

2. EQUIPMENT REQUIREMENTS

(A) Plow Trucks

Plow trucks shall be heavy duty, tandem rear-axle type. Plow and Salt Trucks shall have a ten (10) yard capacity; all vehicles will have a minimum gross weight of 55,000.

All heavy duty trucks shall be equipped with at least two (2) alternately flashing amber lights mounted high in the body and facing the rear, and a rotating beacon visible from the front and the rear in addition to the other standard lighting equipment. The Contractor shall install and maintain such beacon in operating condition on each heavy-duty truck employed.

All above equipment specifically mentioned shall be considered an essential part of the Contractor's equipment and shall be maintained in fully operating condition at all times when such trucks are in operation on the New Jersey Turnpike, except that rotating amber beacons on heavy duty dump trucks shall be operated during maneuvers only as ordered by the Director.

The Authority will furnish the necessary plows, front push frames and hydraulic pump units as described hereinafter.

(B) Supervisory Pick-up Trucks

The Contractor shall furnish a supervisor with transportation, who will act as coordinator for all Contract activities. <u>The Supervisor Shall Not Ride In Any Of</u> The Snow Plow Vehicles.

Supervisor's pick-up trucks shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

3. COMMUNICATIONS

CELLULAR TELEPHONES

THE SUPERVISOR'S OWN VEHICLE SHALL BE EQUIPPED WITH AN ACTIVATED CELLULAR TELEPHONE WHICH WILL PERMIT AUTHORITY PERSONNEL ACCESSIBILITY AT ALL TIMES DURING A SNOW PLOWING CALL-OUT. THE SUPERVISOR IS REQUIRED TO CALL THE AUTHORITY'S CENTRAL MAINTENANCE FACILITY BY TELEPHONE (609-426-6311) WHENEVER IT IS DEEMED NECESSARY TO LEAVE THE SNOW PLOWING OPERATIONS TO INFORM THEM OF THE REASON FOR AND EXPECTED LENGTH OF THE ABSENCE.

4 MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic on the Turnpike is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. They may pertain to the Contractor as well as the traveling public in view of the existing conditions.

If the State Police or Director should notify the Contractor or his Supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and in close proximity thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

5. EQUIPMENT FURNISHED TO THE CONTRACTOR

The Authority will furnish a front push frame and a hydraulic pump unit for each heavy-duty truck to be furnished by the Contractor. These items will be furnished on or about October 1, 2012. The Contractor shall furnish all additional materials and perform all necessary work to attach the push frames, pumps, and other special lighting to his equipment in order to place them in satisfactory operating condition. All trucks shall be maintained in a fully operative condition between October 15, 2012 and April 30, 2013 of each season.

Immediately after April 30, 2013 all the above mentioned equipment furnished by the Authority shall be removed from the Contractor's trucks and carefully stored and protected until reinstalled or picked up by the Authority.

Snow plows will be stored at various maintenance areas on the New Jersey Turnpike and the Director will designate the areas in which the plows are to be stored for each of the Contractor's trucks. The Contractor will be responsible for attachment of plows to push frames and detachment of same for each snow removal operation.

6. ARRIVAL TIME - DEFAULT

The contractor will be required to deliver their trucks within two (2) hours to their designated area after a call out by the Authority. However, in the event the contractor has been previously notified the there is a high probability of serious storm conditions, and that their services could be needed, they will then be required to deliver their equipment within one (1) hour of the actual call out. Should the contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the contractor for any difference in price. The contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team operates.

In the event that the Authority utilizes a late-arriving contractor, the Authority will reduce the guaranteed hours of work by the amount of time lost by such late arrival to the closest hours. (Standby and actual hours not worked).

The normal call out will begin with the notification to the contractor of the anticipated need for manned snow removal equipment. The contractor will then be required to respond and to arrive at the designated location within two (2) hours' notice with all required equipment and personnel covered by his contract.

SECTION 2

PROPOSAL FORMS

Mainline Snow Plowing

Contract No. SPN- 01-12 Contract No. SPC-02-12 Contract No. SPC-03-12 Contract No. SPS- 04-12

Contract Number	Snow Plowing Limits
Contract No. SPN-01-12	The NJ Turnpike beginning at Milepost 113.0 and including 15X Plaza
	and Ramps, extending to Interchange 15E/15W (District 6 – Secaucus).
Contract No. SPC-02-12	The NJ Turnpike beginning Milepost 60 and extending to Milepost 75
	(District 4A – Hightstown).
Contract No. SPC-03-12	The NJ Turnpike beginning at Milepost 113 and extending to
	Milepost 122.0 (District 8 - Rutherford).
Contract No. SPS-04-12	The NJ Turnpike beginning at Milepost 0.0 and extending to
	Milepost 37.1 (District 2 – Moorestown).

Notes on bidding:

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interest.

FOR AREA SPN-01-12 ONLY:

TWO BID SHEETS ARE PROVIDED FOR THIS AREA, WITH SPREADER AND WITHOUT SPREADER. THE BIDDER MUST ONLY BID ONE SHEET FOR THIS AREA AND THE AWARD WILL BE BASED ON THE LOWEST TOTAL COST WITH THE BIDDER SUPPLYING THE SPREADER.

IF NO BIDS ARE SUBMITTED WITH THE SPREADER, THE AWARD WILL BE BASED ON THE LOWEST TOTAL COST WITH THE BIDDER NOT SUPPLYING THE SPREADER.

EXAMPLE OF BID SHEET

For Illustrative purposes only, a team consisting of 5 trucks, 1 loader, 1 backup vehicle and 1 supervisory vehicle. The award would be calculated as follows:

	A	В	С	D	Е
Line	Operating Hours	Vehicle Description	Hours Worked	Hourly Rate	Line Item Cost
#			Per Vehicle	Per Vehicle	(COLUMN B X COLUMN C X COLUMN D)
1	Regular Time(M-F)	1 each- 3 Cu Yd minimum Loaders	6	\$ 250 per hour	\$1500
2	Standby Time(M-F)	1 each- 3 Cu Yd minimum Loaders	2	\$ 200 per hour	\$400
3	Regular Time(M-F)	1 each- Backup Vehicle with arrow-board	6	\$ 150 per hour	\$900
4	Standby Time(M-F)	1 each- Backup Vehicle with arrow-board	2	\$ 125 per hour	\$250
5	Regular Time(M-F)	5 each- Plow Trucks with Authority	6	\$ 225 per hour	\$6750
		supplied plows			
6	Standby Time(M-F)	5 each- Plow Trucks with Authority	2	\$ 150 per hour	\$1500
		supplied plows			
7	Regular Time(M-F)	1 each- Supervisory Vehicle	6	\$ 160 per hour	\$960
8	Standby Time(M-F)	1 each- Supervisory Vehicle	2	\$ 125 per hour	\$250
				Total Bid Price for Area=	\$12,510

In the above example bidders are to enter a price for each line item in the Hourly Rate per Vehicle Column (D). They are then to multiply the quote rate in Column "D" by the number of vehicles needed in the Vehicle Description Column (B) and the number of hour required in Total Hours Column (C); the result is to be entered in the Line Item Cost Column (E). The Line Item Cost values are then added and the sum is entered in the box to the right of Total Bid Price for Area.

Premium Operating Time shall be paid at a rate of \$15 per hour greater than the price bid for each truck, supervisory vehicle, loader or back up vehicle.

WITH SPREADER

Contract Bond Value for Contract Area SPN-01-12=\$75,000

	A	В	C	D	Е
Line #	Operating Hours	Amount of Vehicles and Description	Hours Worked Per Vehicle	Hourly Rate Per Vehicle	Line Item Cost (COLUMN B X COLUMN C X COLUMN D = E
1	Regular Time (M-F)	3 each- Plow Trucks w/ Spreader per operating hour	100	\$ per hour	\$
2	Standby Time (M-F)	3 each- Plow Trucks w/ Spreader per operating hour	45	\$ per hour	\$
3	Regular Time (M-F)	1 each- Supervisory Vehicle	100	\$ per hour	\$
4	Standby Time (M-F)	1 each- Supervisory Vehicle	45	\$125.00 per hour	\$ 2,500.00

BID SHEET FORMULA: (B) AMOUNT OF VEHICLES X (C) HOURS WORKED X (D) HOURLY RATE = (E) LINE COST

WITHOUT SPREADER

Contract Bond Value for Contract Area SPN-01-12=\$75,000

CONTRACT # SPN-01-12 The NJ Turnpike beginning at Milepost 113.0 and including 15X Plaza and Ramps, extending to Interchange 15E/15W (District 6 – Secaucus). The estimated value of this contract is \$150,000.00					
	A	В	С	D	E
Line #	Operating Hours	Amount of Vehicles and Description	Hours Worked Per Vehicle	Hourly Rate Per Vehicle	Line Item Cost (COLUMN B X COLUMN C X COLUMN D = E
1	Regular Time (M-F)	3 each- Plow Trucks per operating hour	100	\$ per hour	\$
2	Standby Time (M-F)	3 each- Plow Trucks per operating hour	45	\$ per hour	\$
3	Regular Time (M-F)	1 each- Supervisory Vehicle	100	\$ per hour	\$
4	Standby Time (M-F)	1 each- Supervisory Vehicle	45	\$125.00 per hour	\$ 2,500.00
Total Bid Price for Area= \$				\$	

BID SHEET FORMULA: (B) AMOUNT OF VEHICLES X (C) HOURS WORKED X (D) HOURLY RATE = (E) LINE COST

Contract Bond Value for Contract Area SPC-02-12 = \$125,000

CONTRACT # SPC-02-12 The NJ Turnpike beginning Milepost 60 and extending to Milepost 75 (District 4A – Hightstown). The estimated value of this contract is \$250,000.00					
Line #	Operating Hours	Amount of Vehicles and Description	Hours Worked Per Vehicle	Hourly Rate Per Vehicle	Line Item Cost COLUMN B X COLUMN C X COLUMN D = E
1	Regular Time (M-F)	6 each- Plow Trucks per operating hour	100	\$ per hour	\$
2	Standby Time (M-F)	6 each- Plow Trucks operating hour	20	\$ per hour	\$
3	Regular Time (M-F)	1 each- Supervisory Vehicle	100	\$ per hour	\$
4	Standby Time(M-F)	1 each- Supervisory Vehicle	20	\$125.00 per hour	\$ 2,500.00
				Total Bid Price for Area=	\$

BID SHEET FORMULA: (B) AMOUNT OF VEHICLES X (C) HOURS WORKED X (D) HOURLY RATE = (E) LINE COST

Contract Bond Value for Contract Area SPC-03-12= \$125,000

CONTRACT # SPC-03-12 The NJ Turnpike beginning at Milepost 113 and extending to Milepost 122.0 (District 8 - Rutherford).

The estimated value of this contract is \$ 250,000.00.

B
C
D
E

	A	В	С	D	Е
Line	Operating Hours	Amount of Vehicles	Hours	Hourly Rate	Line Item Cost
#		and Description	Worked	Per Vehicle	(COLUMN B X COLUMN C X COLUMN D)
			Per Vehicle		2,
1	Regular Time	6 each- Plow Trucks		Δ 1	r.
	(M-F)	operating hour	100	\$ per hour	\$
2	Standby Time	6 each- Plow Trucks		\$ per hour	¢
	(M-F)	per operating hour	20	\$ per hour	\$
3	Regular Time			¢ man have	\$
	(M-F)	1 each- Supervisory Vehicle	100	\$ per hour	Ф
4	Standby			0127.00	da z oo oo
	Time(M-F)	1 each- Supervisory Vehicle	20	\$125.00 per hour	\$2,500.00
				Total Bid Price for Area=	\$

BID SHEET FORMULA: (B) AMOUNT OF VEHICLES X (C) HOURS WORKED X (D) HOURLY RATE = (E) LINE COST

Contract Bond Value for Contract Area SPS-04-12= \$125.000

	A	В	С	D	E
Line #	Operating Hours	Amount of Vehicles and Description	Hours Worked Per Vehicle	Hourly Rate Per Vehicle	Line Item Cost (COLUMN B X COLUMN C X COLUMN D)
1	Regular Time (M-F)	6 each- Plow Trucks per operating hour	100	\$ per hour	\$
2	Standby Time (M-F)	6 each- Plow Trucks per operating hour	20	\$ per hour	\$
3	Regular Time (M-F)	1 each- Supervisory Vehicle	100	\$ per hour	\$
4	Standby Time (M-F)	1 each- Supervisory Vehicle	20	\$125.00 per hour	\$ 2,500.00

BID SHEET FORMULA: (B) AMOUNT OF VEHICLES X (C) HOURS WORKED X (D) HOURLY RATE = (E) LINE COST

REQUEST FOR BIDS

MATERIAL AND SERVICE DESCRIPTION

PLEASE LIST YOUR TOTALS FOR EACH BIDDING AREA

SPN-01-12 \$	<u> </u>	_WITH SPREADER
SPN-01-12 \$		_WITHOUT SPREADER
SPC-02-12 \$_		_
SPC-03-12 \$_		_
SPS-04-12 \$_		_
	NCERNING THIS BID M IVE (5) BUSINESS DAYS	IUST BE SENT VIA FAX NO BEFORE BID OPENING
	, to s	sites as specified in the bid
specifications. Discount Terms Based On	Net 30 Days Only.	
	NEW JERSEY TURN	PIKE AUTHORITY
	AUTHORIZED S	
	/	
Name of C	ompany and / Authorized S	Signature of Bidder

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if a Receipt of Addendum / Inquiries #		TTING BID: is
hereby acknowledged.	1 . 1	
Receipt of Addendum / Inquiries #ohereby acknowledged.	1ated	is
CHECK BOX IF NO ADDENDA/INQU	JIRY ISSUED	
(All Addenda / Inquiries must be acknowledge	ed as indicated above.)	
BID IRREVOCABLE: This offer shall be after the date on which the Authority publicl where an unsuccessful bidder has filed a Pronotification of a Protest, Bidders are required days. All bidders will be notified in writing of	y opens this bid except in the stest pursuant to N.J.A.C. 19: d to hold their prices for an	ose instances 9-2.12. Upon additional 90
OFFER/CERTIFICATION: The undersign Jersey Turnpike Authority the services and/o conditions, specifications and addenda of contract. The undersigned further certifies requirements of the standard terms and conditional included with the Bid Documents. The underbid with full authority so to do; and that all secretification are true and correct, and made we upon the truth of the statements contained her Authority showing evidence of qualifications in	or materials in compliance we the RFB, Bid Documents, a understanding and compliantions as stated in the Instruction signed certifies that he or she estatements contained in this besith full knowledge that the Au- trein and in any statements req	rith all terms, and resulting nce with the ons to Bidders executes this id and in this athority relies
I certify that the foregoing statements made by foregoing statements made by me are willfully		-
AUTHORIZED SIGNATURE:		
Print Name and Title:		
Bidding Entity:		
Address:		
City, State, Zip:		
Telephone #:	Fax:	
Date: #		

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-94697

PROPOSAL TITLE: SNOW PLOWING FOR THE NEW JERSEY TURNPIKE

If you do not choose to respond to this Bid, please complete the form below:

Name of Company				
Reason you did not respond (Check all that apply)				
	Cannot supply product or service			
	Cannot meet technical specifications			
	Cannot meet delivery specifications			
Cannot meet legal requirements (i.e. bid/performance/security/insurance, etc.)				
	Cannot provide a competitive price at this time			
]	Interested in receiving specifications for informational purposes only.			
1	Insufficient lead time to respond			
	Other:(please be specific)			
Do you wish to re	emain on our mailing list?			
Yes	No			
Additional comm	nents:			
	Signed :(optional)			
	Company:			

number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk **Delivery Date Exception** Warranty Date Exception_____ Vendor's Name_ Signature of Vendor Responsible Officer____ Date

Exception Form: Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model

NEW JERSEY TURNPIKE AUTHORITY DRAFT AGREEMENT

SNOW PLOWING CONTI	RACT NO(S)
THIS AGREEMENT, dated	, by and between the New Jersey
Turnpike Authority, a body of	corporate and politic of the State of New Jersey having its
principal office at 581 Main	n Street, Woodbridge, New Jersey (the "Authority") and
a corporation of the State o	of, having principal offices
located at	(the "Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment and insurance to provide for or incidental to snow removal operations on the New Jersey Turnpike and the Garden State parkway, in strict conformance with the Specifications attached hereto and made a part hereof.

The Term of this Agreement shall commence on October 15, 2012 through April 30, 2013, unless earlier terminated as provided in the Specifications. The Authority reserves the right to make two (2) extensions of this agreement for not more than one (1) year each.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of his subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, employees and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the Project; and he shall further defend, it so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination or rescission of this Contract.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the services as hereinafter defined, payments for the actual quantity of authorized work performed, to be made in accordance with the Specifications, entitled Quantity and Payment, and the attached rate schedule.

The Contractor acknowledges and agrees that all equipment loaned to it by the Authority is the property of the Authority and the Authority reserves the right to retain control of said property if, in the opinion of the Director, the property is not being adequately maintained by the Contractor or protected from fire, theft, vandalism or claims of third party creditors of the Contractor.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:	NEW JERSEY TURNPIKE AUTHORITY
	BY
Sheri Czajkowski	Veronique Hakim
Assistant Secretary	Executive Director
[Corporate Seal]	
ATTEST:	
	BY
NAME	NAME
Title	Title
[Corporate Seal]	